

## **Provision of services contract**

Kharkov city

**ADVERTIKA Limited Liability Company** (Kharkov, Ukraine) hereinafter referred to as the Contractor represented by the Director Vitalii Viktorovych Volchenko, acting by virtue of the Charter offers any business entity or individual (regardless of the country resident <sup>TM</sup>), hereinafter referred to as the Customer to conclude this contract in the electronic document form on the provision of services for conducting research on the mobile advertising market, hereinafter referred to as the “Services” on the provisions which are specified below:

### **PREAMBLE**

This contract (offer) (hereinafter referred to as the “Contract”) is a public agreement in accordance with the Article 633 of the Civil Code of Ukraine, and its conclusion is made by acceptance of the offer in accordance with the Articles 641 - 646 of the Civil Code of Ukraine.

Any of the following actions of the Customer are considered as an acceptance of this offer:

1. payment for services in the amount and in the manner determined by the selected Tariff plan under the “Invoice” (invoice) and the provisions of this Contract;
2. written (including in electronic form by e-mail) notification of the Customer concerning the acceptance of the provisions of the offer to the Contractor;
3. other actions that confirm the acceptance of the offer in accordance with the law.

The date of conclusion of the contract and acceptance by the Customer of the services provided is the date of the Customer’s funds transfer to the Contractor’s current account.

### **DEFINITIONS WHICH ARE APPLICABLE IN THIS CONTRACT**

**Account** is a set of user rights concerning to a multi-user system, which is formed after registration in the form of an “account” on the Contractor’s website. It is determined by the presence of the own name (Login) and password.

**Web-site** is some data posted on the Internet, electronic representation of the Customer on the Internet, information and interactive resource; the website is the object of copyright owned by the Contractor as a complex work as well as a "data compilation" ("database") which shall be protected in Ukraine according to the Copyright and Related Rights Act of Ukraine.

**Login** is a unique set of letters and numbers for the Contractor's website, which in combination with a password, serves as the identifier of the Customer.

**Password** is a set of letters and numbers, which in combination with a login, serves as the identifier of the Customer.

**Contractor's website** is a website posted on the Internet at the address <http://admobispy.com/>.

**Tariff plans (Tariffs)** is the description of options for the composition and cost of the Contractor's services posted on the Internet at the address <http://admobispy.com/payment> .

**The period of information provision** is the while which is determined by the Customer at the time of selecting the Tariff plan and its payment;

**Services** are a set of research and analytical activities of the Contractor on monitoring (collection, analysis and systematization of open data) of the mobile advertising market without reference to the territorial and/or state affiliation of the research region performed under the provisions of this Contract according to the Tariff selected and paid by the Customer.

**Contractor's e-mail** is support@admobispy.com

## 1. CONTRACT SUBJECT MATTER

1.1. Under this Contract the Contractor is obliged to provide the Services in accordance with the Tariff selected and paid by the Customer.

1.2. The Customer accepts the Services provided by the Contractor as they are and pays them in accordance with the Tariffs under the "Invoice" (invoice).

1.3. The Parties have agreed that the document certifying the fact of the provision of the Services under this Contract and their acceptance by the Customer is the "Invoice" (invoice) paid by the Customer in accordance with the Tariffs of the Contractor.

1.4. The Parties have agreed that payment by the Customer of the Contractor's Services according to the "Invoice" (invoice) confirms the Customer's consent to the provisions of this Contract and is the fact of concluding the Contract by accepting the offer in accordance with the Articles 641 - 646 of the Civil Code of Ukraine.

## 2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. The Contractor is obliged as follows:

2.1.1. The Contractor shall provide the Services properly in accordance with the provisions of this Contract and the Tariff selected and paid by the Customer.

2.1.2. The Contractor shall not disclose the data of the Customer excluding the cases determined by the valid legislation of Ukraine.

2.1.3. The Contractor shall notify the Customer about changes in the Tariffs for Services, service conditions and payment methods, as well as other provisions of this Contract at least 10 calendar days before making such changes by posting relevant information on the Contractor's website and/or informing the Customer by e-mail specified by the Customer during registration on the Contractor's website.

2.2. The Customer is obliged as follows:

2.2.1. The Customer shall pay and accept the services of the Contractor in accordance with the Tariff plan chosen by him and under the provisions of this Contract.

2.2.2. The Customer shall provide the Contractor at his request with all the information available to the Customer that is necessary for the quality provision of the Services;

2.2.3. The Customer at the request of the Contractor shall provide the necessary explanations in writing or oral.

### **3. PAYMENT PROCEDURES**

3.1. The cost of the Services under this Contract is equal to the cost of the Tariff plan selected by the Customer on the Contractor's website. Payment for the Services under this Contract shall be performed by transferring funds by the Customer in cashless payments to the Contractor's current account in full of the cost of the Tariff plan (according to the amount of money specified in the "Invoice" (invoice)). The period for the provision of the Contractor's Services begins from the date of transfer the entire amount of funds according to the Tariff selected by the Customer from the Customer to the Contractor's account.

3.2. The Contractor's services shall be paid by transferring funds to the Contractor's current account. The Customer's obligations to pay for the Contractor's Services according to the provisions of this Contract are considered to be performed in full at the time of transfer of the entire amount of funds according to the Tariff and "Invoice" (invoice) selected by the Customer to the Contractor's account.

3.3. The Conditions for the provision of services by the Contractor, their cost and composition, may vary during the term of this Contract.

3.3.1. The Customer is informed of changes in Tariffs by any of the following methods (but not exclusively):

- notification on the main page of the Contractor's web-site
- informing the Customer by e-mail;
- in a manner that complies with the laws and customs of business turnover.

3.3.2. The changes to the Tariffs shall become into effect in 10 calendar days from the date of publication (sending) of the notification unless another later date is indicated in this notification itself.

3.3.3. Confirmation of the approval and adoption of changes to the Tariffs by the Customer is the fact of continued use of the Contractor's Services after the date when the changes become into effect.

3.3.5. The absence of notification to accept the changes by the Customer means their acceptance of the changes and this Contract continues to be valid subject to new provisions.

3.5. All messages about the deadlines for the provision of the Services, as well as invoices and other financial and general information shall be transferred by the Contractor to the Customer exclusively using the Customer's contact e-mail address indicated by him when registering on the Contractor's website.

3.6. If the Customer breaches the procedure to pay for the Services under this Contract (incomplete payment, etc.), the Contractor is eligible not to provide the Services to the Customer or suspend the services started by the provision of services until the Customer eliminates these breaches, and if there is no previous relationship with the Customer they is eligible not to start providing the Services and in this case the Customer bears the risk of losing their funds.

The Contractor is eligible to suspend the provision of Services to the Customer unilaterally without compensation of the costs incurred by the Customer.

3.7. The payment currency is determined by the Customer themselves depending on their resident <sup>TM</sup> and/or the method which is appropriate for them of cashless payment to the Contractor's current account, according to the Tariff plan chosen by them under the "Invoice" (invoice). The currency of payment under this Contract may be only the US dollar, or the Russian ruble, or the euro, or the Ukrainian hryvnia.

3.8. The costs of paying a bank commission and/or other payment system related to making payments to pay for the Contractor's Services in accordance with the provisions of this Contract shall be paid by the Customer.

#### **4. SERVICES PROVISION PROCEDURE**

4.1. The Customer themselves determines the procedure, volume and characteristics of the provision of the Contractor's Services in accordance with the Tariff Plan selected and paid by them.

4.2. After the Customer selects the Tariff plan, the Contractor sends the "Invoice" (invoice) to the Customer the payment of which in full is the acceptance of the offer of this Contract, as well as confirmation of the acceptance of the Contractor's Services in full in accordance with the provisions of this Contract.

4.3. The information received by the Customer under this Contract is used by them at his own discretion without the right to transfer to third parties.

4.4. This Contract may be extended under the provisions specified in this Contract.

4.5. The Services selected, paid and accepted as they are by the Customer under the Tariff plan are not subject to change. If the Tariff Plan changes at the initiative of the Customer, previously paid funds are not refundable.

#### **5. FORCE MAJEURE**

5.1. Neither of the Parties shall be liable to the other Party for failure to perform obligations under this Contract due to circumstances arising beyond the will and desire of the Parties and which cannot be foreseen or avoided, including declared or actual war, civil unrest, epidemics, blockade, embargo, earthquake, floods, fires and other natural disasters.

5.2. A certificate issued by the relevant Chamber of Commerce or other competent authority is sufficient evidence of the presence and duration of force majeure.

5.3. A party that does not perform their obligation shall immediately notify the other Party of the obstacle and its effect on the performance of obligations under the Contract no later than 24 hours after the moment it became aware of the occurrence of these events.

5.4. If force majeure is valid for 3 (three) consecutive months and there are signs of termination, this Contract may be terminated by the Customer or the Contractor by sending a notification to the other Party.

## **6. LIABILITY OF THE PARTIES**

6.1. If the Customer has not received a unique login and password for any reason, the Customer shall contact the Contractor within 7 days from the date of payment by sending an email to support@admobispy.com.

6.2. The Services of the Contractor are accepted “as they are”. The Contractor shall not compensate for direct or non-direct losses incurred by the Customer as a result of the use or inability to use the Services, including for damage incurred by the Customer as a result of errors, omissions, interruptions in work, file deletion, defects, delays in work or data transfer, changes functions and other reasons.

6.3. The Contractor’s liability is limited exclusively by the cost of the Tariff plan depending on its choice by the Customer. The lost profit of the Customer is not subject to compensation by the Contractor.

6.4. The Customer assumes full liability and risks associated with the analysis and use of the data received from the Contractor under this Contract, including liability for assessing the accuracy, completeness and usefulness of any opinions, ideas for their application as business ideas, other information, as well as quality and properties of other goods and/or services researched on the Internet and provided to the Customer through the services of the Contractor.

6.5. The Customer is liable for maintaining the confidentiality of their password received during registration on the Contractor's website. Any actions which are connected with using the e-mail and password of the Customer are considered to be performed by the Customer in person in their interests.

6.6. The Customer is liable for the accuracy of the data specified by them during registration and maintaining their confidentiality. All disputes related to the implementation of this Contract are resolved by the Parties using the personal data of the Customer which was specified by them during registration.

6.7. The Customer is liable for the safety of their password and for losses if they have been incurred as a result of their unauthorized use by the third party unknown to the Parties to this Contract. Upon the theft of the login and password that occurred due to the fault of third

parties, the Customer is eligible to send to the Contractor the application to change the login and password, with the mandatory appendix to the application of the relevant financial document confirming the payment of the Services, as well as upon request of the Contractor, an identity document of the Customer. The Contractor shall not be liable for the actions of the third parties who have committed theft and caused damage to the Customer.

6.8. The Customer acting of his their free will and guided by their own interests, grants permission and authorizes the Contractor (ADVERTIKA LLC) to process his personal data transmitted to them under this Contract by any legal means provided, including giving their consent to transfer of their personal data by accepting an offer in electronic form during registration. The permission to process personal data is valid for the entire duration of the Contract, as well as for the next five years after the expiration of its validity. By concluding this Contract, the Customer confirms that they are aware of the rights specified in the Protection of Personal Data Act of Ukraine about the purposes of collecting data and that their personal data is processed in order to perform the provisions of this Contract. The volume of the Customer's rights as the subject of personal data in accordance with the Protection of Personal Data Act of Ukraine is known and clear to them.

6.9. The Customer acting on their own will guided by their own interests confirms that the choice of the Tariff on the Contractor's website (<https://admobispy.com/>) is his deliberate action in their interests, is performed by them alone and the Contractor is not liable for such a choice.

6.10. The Customer confirms that pressing the keys (affixed V) is the consent and choice of any options (including, but not limited to the following: acceptance of the provisions of this offer, selection of the Tariff plan; choice of payment procedure; payment for the Contractor's Services) entails automatic consent with the proposed conditions, including acceptance, that is acceptance of this offer.

## **7. SETTLEMENT OF DISPUTES**

7.1 The Customer's claims for the Services provided are accepted by the Contractor for consideration only in writing and no later than 5 (five) calendar days from the date when the dispute arisen. The primary information shall be sent by e-mail to the Contractor's e-mail, the original document shall be sent by registered mail with delivery confirmation within the same day. The term to consider the Customer's claims shall not be more than one month from the date of proper notification.

7.2 All the disputes and disagreements under this Contract shall be resolved by the parties through negotiations. If the parties do not reach agreement on the subject of the dispute, the Parties are eligible to begin legal proceedings at the court place of provision of the Service.

7.3. The place of service provision is Ukraine.

7.4. The law governing this Contract is the law of Ukraine.

## **8. DURATION OF THE CONTRACT**

8.1. This Contract becomes into effect from the moment of its acceptance by the Customer in accordance with the provisions of this Contract and is valid for the duration of the specific Tariff plan selected by the Customer.

8.2. If the expiration of the Contract which is specified in the clause 8.1 has become, but the Customer intends to continue using the Contractor's Services, the Customer shall request a new "Invoice" (invoice) from the Contractor and if the Customer has paid it, the Contract shall be considered as extended one for the next term.

8.3. If the Customer breaches the provisions of this Contract, the Contractor is eligible to terminate the contract unilaterally by sending the Customer a written notice by e-mail. The moment of termination of the Contract is the date of sending the notification to the Customer.

8.4. If the expiration of this Contract has not become, but the Customer intends to continue using the Contractor's Services for a period longer than the validity period of the Tariff plan, the Customer shall request the Contractor and pay for a new "Invoice" (invoice), and if the Customer has paid it, the Contract shall be considered as extended one for the next term.

## **9. RISK WARNINGS**

9.1. The Customer shall correctly interpret the information received from the Contractor under this Contract. The preliminary results and/or data received from the Contractor, on the basis of which the Customer expects to obtain profitability in the implementation of their business ideas, shall not guarantee such profit. The receipt of information from the Contractor under this Contract shall not guarantee and ensure that the Customer receives profit from the implementation of their business ideas, and shall not limit/protect against damage in the implementation of their own business ideas.

9.2. The analytical and/or other information received by the Customer from the Contractor under this Contract is accepted by the Customer as it is without recommendations for their application and/or business ideas/business models, guidelines for action, business algorithms.



## **10. OTHER PROVISIONS**

10.1. Under this Contract, intellectual property shall not be created.

10.2. If the Customer under the Contract is a non-resident business entity or individual or other person of other legal forms registered in accordance with the legislation of their resident <sup>TM</sup>, then such a Contract with such counterparty is an agreement to provide the foreign economic activity.

10.3. If the Customer makes a payment under this Contract, it is an acceptance of the offer of this contract, as well as confirmation of the acceptance of the services performed under this Contract.

10.4. This Contract is made in two copies in Russian and English having equal legal validity.

10.5. If the Customer has decided to change the Tariff plan, then such a transition shall be performed as follows:

10.5.1. The transition from a more expensive Tariff to a lower cost shall be performed exclusively after the expiration of the current Tariff. In this case, the Customer shall request the Contractor to get a new "Invoice" (invoice) and after the expiration of the current Tariff, this Contract is considered as extended one for the duration of the paid Tariff.

10.5.2. The transition from the current Tariff to a more expensive one at a cost shall be performed at any time during the current Tariff. In this case, the Customer shall request the Contractor to get a new "Invoice" (invoice), and the Contractor having received such a request, shall send the Customer a new "Invoice" (invoice), the amount of which is adjusted (aside reduction) in relation to previously provided services (use the current Tariff by the Customer) and the remaining term of duration of this Contract.

## **CONTRACTOR**

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